

JUDGE STEIN

07 CIV 9796

515-07/PJG

FREEHILL HOGAN & MAHAR LLP

Attorneys for Plaintiff

STARFISH ENTERPRISES INC.

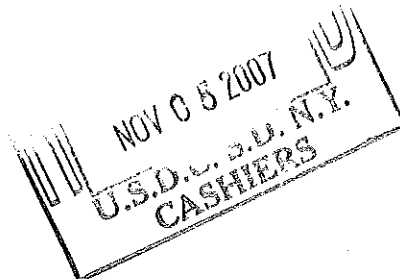
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Peter J. Gutowski (PG 2200)



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
STARFISH ENTERPRISES INC.

07-CV-

Plaintiff,

**VERIFIED COMPLAINT**

- against -

PETROVAL S.A.,

Defendant.

-----X

Plaintiff STARFISH ENTERPRISES INC. (hereinafter "Plaintiff" or "Starfish"), by its attorneys Freehill, Hogan & Mahar, LLP, as and for its Verified Complaint against the Defendant PETROVAL S.A. (hereinafter "Petroval"), alleges upon information and belief as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure in that it involves a claim for the breach of a maritime contract of charter party. This case also falls under this Court's admiralty and maritime jurisdiction pursuant to 28 U.S.C. §1333, and the Court's federal question jurisdiction pursuant to 28 U.S.C. §1331. Federal jurisdiction also exists because the action arises under the New York Convention

on the Recognition and Enforcement of Foreign Arbitral Awards at 9 U.S.C. §201 *et seq.* and/or the Federal Arbitration Act, 9 U.S.C. §1 *et seq.*

2. At all times relevant hereto, the Plaintiff Starfish was and still is a foreign business entity duly organized and existing under the laws of a foreign country with an address in care of Delfi S.A., 14 Skouze Street, 185-36 Piraeus, Greece.

3. At all times relevant hereto, the Defendant Petroval was and still is a foreign business entity duly organized and existing under the laws of Switzerland with an office and place of business at Avenue Louis-Casai 84, Geneva, Switzerland, but no office or presence within this District.

4. On or about December 21, 2004, Plaintiff Starfish, in the capacity as owner, entered into a maritime contract of charter party with Defendant Petroval under which Defendant Petroval agreed to charter the M/T KASCO for carriage of a cargo of gasoil to be loaded in Nakhoda and discharged in various/optional safe ports. A copy of the fixture recap and pro forma charter party is annexed hereto as Exhibit A and incorporated herein by reference.

5. The subject fixture recap provided, *inter alia*, that the Defendant charterer would only employ the vessel between safe ports always excluding river ports and that it would be governed and construed according to English Law.

6. Pursuant to the terms of the charter, Plaintiff Starfish tendered the M/T KASCO into the service of Petroval in December 2004 and the vessel commenced trading under the subject charter.

7. On or about December 29, 2004, the charterer gave instructions for the vessel to proceed to Nakhoda for loading.

8. In January 2005, the charterer issued further instructions for the vessel to proceed to Ho Chi Minh, Vietnam on completion of loading.

9. The vessel completed loading on January 11, 2005 and proceeded toward Ho Chi Minh.

10. Charterer provided regular updates regarding the vessel's ETA in Ho Chi Minh up through January 20, 2005.

11. On January 21, 2005, however the charterer directed the vessel to Cat Lai Terminal, a river port located on the north bank of the Saigon River, about 12 miles east of Ho Chi Minh City.

12. The charterer's decision and order to discharge the vessel at Cat Lai, a river port, was a direct breach by the charterer of the terms of the charter party which specified the vessel was to be employed only between safe ports and always excluding river ports.

13. In addition, in order for the vessel to approach the berth with her starboard side to, tug assistance was required.

14. As the vessel approached the berth with the assistance of two tugs, she collided with Jetty B belonging to Saigon Petro as a result of the unsafe port and berth and the inadequate tugs provided at the port.

15. The collision caused a puncture in the vessel's hull which led to a release of part of the cargo of gasoil into the Dong Nai River.

16. A professional oil spill response service, Dai Minh Consulting Service Pte, was called in to provide oil spill response/salvage services.

17. The salvage expenses charged by Dai Minh Consulting Service Pte. for the incident have been settled by a payment by Plaintiff to Dai Minh of \$40,000.

18. As a consequence of Petroval's breach of the charter party, Starfish has suffered extensive damages.

19. The damages suffered by Owners as nearly as can be estimated at this time, include the following items:

1. Unpaid Demurrage	\$ 44,484.38
2. Dai Minh Consulting Service Pte. Settlement	\$ 40,000.00
3. Dai Minh Co. Ltd. response	\$ 30,888.47
4. CMI Vietnam – damage repair account	\$ 27,678.98
5. CMI Vietnam – protecting agency account	\$ 4,470.00
6. Karydas Panagiotis – Marine Surveyor	\$ 37,212.00
7. Karydas Panagiotis – airfares	\$ 8,157.14
8. FSI Russian Maritime Register of Shipping	\$ 1,836.00
9. Bank Guarantee Charges (\$18,720.45 paid; \$30,000.00 anticipated)	\$ 48,720.45
10. Detention of the vessel from January 25 at 0800 hours to March 12 at 1100 hours (46,125 days @ \$15,000 per day)	<u>\$691,875.00</u>
Sub Total	<u>\$935,322.42</u>

20. Saigon Petro, the owner of the terminal involved in the casualty has claimed \$244,404.00 for damage to Jetty B, \$3,684.11 for survey expenses, \$3,406,364.76 for loss of use of Jetty B, and \$40,467.16 for oil spill response expenses. A court in Ho Chi Minh City recently entered a judgment in favor of Saigon Petro against Starfish in the amount of \$2,540,629.91 relating to these claims. Petroval is responsible to reimburse Starfish for payment of this judgment, plus interest and the costs and legal fees involved in the defense of the court action.

21. Ho Hi Minh City People's Committee has asserted the following claims against Starfish:

(i) Short term damage to natural resources	\$ 42,500.00
(ii) Long term damage to natural resources	\$621,800.00
(iii) Oil Spill response	\$ 6,004.00
(iv) Survey and investigation expenses, and managing oil spill response/salvage	<u>\$108,400.00</u>
	<u>\$778,704.00</u>

Petroval is responsible to reimburse Starfish for any amounts Starfish is required to pay to the Ho Chi Minh City People's Committee relating to these claims.

22. The underwriters of the owner of the cargo which was lost as a result of the casualty have asserted a claim for loss of gasoil in the amount of \$184,102.00. Petroval is responsible to reimburse Starfish for any amount it is required to pay to the owner or underwriter of the cargo which was lost.

23. The charter party provides that it is to be governed by English law and all disputes between the parties are to be resolved by arbitration in London. Plaintiff Starfish commenced London Arbitration proceedings against Petroval on 23<sup>rd</sup> February 2006 and specifically reserves its right to arbitrate the substantive matters at issue in said arbitration.

24. This action is brought to obtain security in favor of Plaintiff Starfish for its claims against Petroval in aid of London arbitration proceedings and to obtain jurisdiction over Petroval for enforcement purposes.

25. This action is further brought to obtain security for any additional sums to cover Plaintiff's anticipated attorney fees and costs in the arbitration and interest, all of which are recoverable as part of Plaintiff's claim under English law.

26. Under English law, including but not limited to Section 63 of the English Arbitration Act of 1996, costs including attorney fees, arbitrators' fees, disbursements and interest are recoverable as an element of Plaintiff's claim.

27. Plaintiff Starfish's anticipated recoverable attorney fees and costs in the arbitration are estimated to be \$400,000.00.

28. Plaintiff Starfish's interest recovery in the London Arbitration is estimated at \$1,420,402.60 based on a rate of 8% p.a. for a period of 4 years.

29. Upon information and belief, and after investigation, Defendant Petroval cannot be "found" within this district for the purpose of Rule B of the Supplemental Rules of Certain Admiralty and Maritime Claims, but Plaintiff is informed that Defendant has, or will shortly have, assets within this District comprising of, *inter alia*, cash, funds, credits, debts, wire transfers, electronic funds transfers, accounts, letters of credit, freights, sub-freights, charter hire and/or sub-charter hire, of, belonging to, due or for the benefit of Defendant (hereinafter, "ASSETS"), moving through banking institutions and/or such other garnishees who may be served with a copy of the Process of Maritime Attachment and Garnishment issued herein, with the total amount to be attached being \$6,259,160.93, based on the following:


Starfish damages (Par. 19)	\$ 935,322.42
Saigon Petro judgment (Par. 20)	\$2,540,629.91
Ho Chi Minh City People's Committee Claim (Par. 21)	\$ 778,704.00
Cargo claim (Par. 22)	\$ 184,102.00
London arbitration attorney fees and costs (Par. 27)	\$ 400,000.00
Interest (Par. 28)	<u>\$1,420,402.60</u>
Total	<u>\$6,259,160.93</u>

WHEREFORE, Plaintiff Starfish prays:

- a. That process in due form of law according to the practice of this Court in admiralty and maritime jurisdiction issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged;
- b. That since Defendant cannot be found within this District pursuant to Supplemental Rule B, all tangible or intangible property of the Defendant, up to and including the sum of \$6,259,160.93 be restrained and attached, including but not limited to any cash, funds, credits, wire transfers, electronic funds transfers, accounts, letters of credit, debts, freights, sub-freights, charter hire, sub-charter hire, and/or other assets of, belonging to, due or for the benefit of Defendant Petroval (as identified herein) moving through or within the banking institutions and/or any other institutions or any garnishees who may be served with a copy of the Process of Maritime Attachment and Garnishment issued herein; and
- c. That this Court enter an order directing and compelling the defendant to appear and defend in the arbitration;
- d. That this Court retain jurisdiction over this matter for purposes of any subsequent enforcement action as may be necessary, including enforcement of the award and entry of judgment thereon; and,
- e. For such other, further and different relief as this Court may deem just and proper in the premises.

Dated: New York, New York  
November 5, 2007

FREEHILL HOGAN & MAHAR, LLP  
Attorneys for Plaintiff

By:   
Peter J. Gutowski (PG 2200)  
80 Pine Street  
New York, NY 10005  
(212) 425-1900  
(212) 425-1901 fax

**ATTORNEY VERIFICATION**

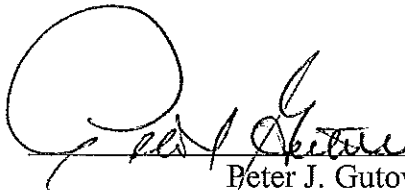
State of New York     )  
  ) ss.:  
County of New York    )

PETER J. GUTOWSKI, being duly sworn, deposes and says as follows:

1. I am a partner with the law firm of Freehill Hogan & Mahar, LLP, attorneys for Plaintiff in this action, I have read the foregoing Verified Complaint and know the contents thereof, and the same is true to the best of my knowledge, information and belief.

2. The sources of my information and the grounds for my belief are communications, information and documentation provided by our client through their English solicitors.

3. The reason this verification is made by an attorney and not by the Plaintiff is because the Plaintiff is a foreign entity, none of whose officers are presently within this Judicial District.

  
Peter J. Gutowski

Sworn to before me this  
5 day of November, 2007

  
Notary Public

HAZEL S. ROSENTHAL  
Notary Public, State of New York  
No. 01RO4641178  
Qualified in Queens County  
Certified in New York County  
Commission Expires Dec. 31, 2010

Ex. A

16-02-06 19:58 FROM-

T-979 P.001 F-020

ar

From: "Alessandro Deprati" <a.deprati@nolarma.it>  
To: "IMS" <IMSSAGR@otenet.gr>  
Subject: M/T KASCO - CLEAN RECAP  
Date: Tue, 21 Dec 2004 14:02:35 +0100

COSTAS /ALESSANDRO

GLAD TO RECAP HEREBELOW TERMS AGREED IN TODAY CLEAN FIXTURE:

C/P DATE : 21.12.2004

CHARTERERS : MESSRS PETROVAL  
OWNERS : MESSRS PLEASE ADVISE

VESSEL : M/T KASKO Q88 ATTACHED

LAST CARGO : VEGOIL  
BEFORE : VEGOIL  
BEFORE : VEGOIL

ITINERARY : ETS QINHUANDAO AROUND 29/31 DEC 04

FOR:

CARGO : UP TO FULL CARGO GASOIL  
1/2 GRADES WVNS  
OWNERS ADVISE VESSEL CAN LOAD ABOUT 30.000 TS OF GASOIL  
BASIS MIN SG 0.835 AT LDD TEMP AND BASIS MAX 11,50 MTRS

BWSDLP  
LOADING : 1SP NAKHODKA  
DISCHARGE : 1 SP HONG KONG OR CHOPT  
1 SP VIETNAM OR CHOPT  
1/2 SP SINGAPORE OR CHOPT  
1SP HAIPHONG AND 1SP HO CHI MINH CITY OR CHOPT  
1SP HO CHI MINH CITY AND 1SP HAIPHONG OR CHOPT  
1SP SUBIC BAY AND 1SP HAIPHONG OR CHOPT  
1SP SUBIC BAY AND 1SP HO CHI MINH CITY OR CHOPT  
1SP TAIWAN AND 1SP HAIPHONG OR CHOPT  
1SP TAIWAN AND 1SP HO CHI MINH CITY  
ALWAYS EXCL RIVER PORTS  
CHOPT DISCHARGE AT STS

FREIGHT : USD.345.000.- LPSM BSS 1/1 DISCH HONG KONG  
USD.350.000.- LPSM BSS 1/1 DISCH VIETNAM OR SPORE  
USD.400.000.- LPSM BSS 1/2 DISCH HAIPHONG AND HO CHI MINH

CITY : USD.445.000.- LPSM BSS 1/2 DISCH HO CHI MINH CITY AND

HAIPHONG : USD.445.000.- LPSM BSS 1/2 DISCH SUBIC BAY AND HAIPHONG  
USD.375.000.- LPSM BSS 1/2 DISCH SUBIC BAY AND HO CHI

MONH CITY : USD.400.000.- LPSM BSS 1/2 DISCH TAIWAN AND 1SP HAIPHONG  
USD.365.000.- LPSM BSS 1/2 DISCH TAIWAN AND 1SP HO CHI

MINH CITY : PORT EXPENSES FOR SECOND DISCHARGE PORT TO BE FOR  
CHARTERERS ACCOUNT

AND TO BE SETTLED DIRECTLY BY THEM  
LAY/CAN : 8/14 JANUARY 2004 TO BE NARROWED BY OWNERS TO 3 DAYS  
SPREAD

LATEST BY 16:00 HRS LONDON TIME ON THURSDAY 30.12.2004

DEMURRAGE : USD 13.500 -PDPR

LAYTIME : 84 HRS SHINC

CHARTER PARTY: BEEPEVOYS PLUS PETROVAL TERMS AS AMENDED BELOW  
TAX A/O DUES ASSESSED ON CARGO/FREIGHT TO BE FOR

CHARTERERS ACCOUNT

AND TO BE SETTLED DIRECTLY BY THEM

- AMENDMENTS TO BPVOY 3 + PETROVAL STANDARD CHARTERING TERMS ASF

Message Continues...

-CHARTS TO ADV PURPOSE THAT 5 PERSONS WILL BOARD THE VSL AND THEY ARE TO SIGN RELEASE OF ANY LIABILITY TO OWNERS (PLSE STATE IF OWNS / MASTER SHLD PROVIDE FOOD) - DELETE N/A

MAIN BODY C/P BPV3

-LINE 9 DELETE 'BP SHIPPING LTD'

-LINE 42 INSERT 'ABT 12.0 KNOTS WSNP'

-LINES 51-63 DELETE

-LINE 66 AFTER 'AS ORDERED BY CHARTERERS' INSERT 'ALWAYS REACHABLE ON VSL'S ARRIVAL'

-LINE 116 FM 'IF CHARTERERS ORDER..' TO LINE 142 DELETE

-LINE 146 INSERT 'TO OWNER'S DESIGNATED BANK ACCOUNT BY T/TRANSFER'

-LINES 149-154 DELETE

- LINE 157 BEFORE "PUMPS" INSERT "FIXED"

- LINE 158 DELETE "DEDUCT" INSERT "CLAIM"

- LINE 159 DELETE "TOGETHER....THERETO."

- LINE 161 DELETE "DEDUCTION FROM FREIGHT" INSERT "CLAIM"

- LINE 163 DELETE "DEDUCTION FROM FREIGHT" INSERT "CLAIM"

-LINES 178-201 DELETE - N/A

-LINES 202-203 DELETE AND INSERT 'ANY TAXES AND/OR DUES ON CARGO AND/OR FREIGHT IF ANY, TO BE FOR CHARTERER'S ACCOUNT AND TO BE SETTLED DIRECTLY BY THEM'

-LINES 207-209 DELETE

-LINE 220 AFTER 'A MINIMUM' INSERT 'PROVIDED RECEIVING FACILITIES PERMITS'

-LINE 221 AFTER 'DISCHARGE' INSERT 'EXCLUDING STRIPPING PERIOD'

-LINE 223 AFTER 'MANIFOLD' INSERT 'IF SHORE RECEIVING FACILITIES ABANDON THE RIGHT TO GAUGE DISCHARGE PRESSURE AT SHIP'S MANIFOLD, THEN SHIP'S PRESSURE REPORT SHALL BE BINDING ON OWNERS AND CHARTERERS'

-LINES 224-225 DELETE FM 'OR 30...MAY BE'

-LINE 226 AFTER 'A MINIMUM' INSERT 'PROVIDED RECEIVING FACILITIES PERMITS'

-LINE 226 AFTER 'DISCHARGE' INSERT 'EXCLUDING STRIPPING PERIOD'

-LINE 242 AFTER 'TERMINAL' INSERT 'DELIVERED TO THE VESSEL AND/OR AGENTS AND/OR OWNERS'

-LINE 256 DELETE '96 HOURS' INSERT '48 HRS'

-LINES 264-266 DELETE 'TOGETHER...LAYDAYS,'

-LINES 269-270 DELETE 'UNLESS...OR DISCHARGE'

-LINES 313-315 ADD 'WAITING ORDER DELAY TO BE PAID BY CHRTS AT DEMURRAGE PRICE PLUS COST OF BUNKERS CONSUMED'

-LINES 319-320 DELETE 'COUNT...AS DEMURRAGE' INSERT 'BE PAID TOGETHER

Message Continues...

16-02-06

18:58

FROM-

T-978 P.003

F-020

WITH FREIGHT AT DEMURRAGE RATE AGAINST OWNER'S TLX INVOICE, SUPPORTING DOCUMENTS TO FOLLOW'

-LINE 320 AFTER 'PAY' INSERT 'TOGETHER WITH FREIGHT'

-LINE 321 DELETE 'REPLACEMENT PRICE' INSERT 'COST'

-LINES 339-349 (SAMPLING) DELETE SEE ADDITIONAL CLAUSE AS BELOW

-LINES 362-366 DELETE

-LINES 409-433 DELETE

-LINES 434-446 DELETE

-LINE 461 INSERT 'CHARTERERS TO PROVIDE OWNERS WITH A L.O.I AS PER OWNERS PANDY CLUB WORDING FOR NON PRODUCTION OF ORIGINAL B/L AND/OR FOR CHANGE OF DESTINATION. SUCH LOI TO BE SIGNED BY CHARTERERS, NO BANK GUARANTEE. SUCH LOI TO BE CONSIDERED NULL AND VOID UPON PRESENTATION TO OWNERS OF ORIGINAL B/L'S DULY ENDORSED BY RECEIVERS FOR RECEIPT OF CARGO AND MARKED VOYAGE DULY ACCOMPLISHED OR 13 MONTHS AFTER COMPLETION OF DISCHARGE PROVIDED NO LEGAL PROCEEDINGS HAVE BEEN INSTITUTED BY ANY PARTY AGAINST OWNERS'

-LINES 462-476 DELETE

-LINES 478-486 DELETE N/A

-LINES 490-491 DELETE AND INSERT 'CHARTERERS AGENTS BOTH ENDS PROVIDED COMPETITIVE EXCEPT FOR SECOND DISCHARGE PORT WHERE CHARTERERS AGENTS TO APPLY

-LINE 496 DELETE 'BP SHIPPING LONDON'

-LINES 520 INSERT AT THE END "PETROVAL SA ALWAYS TO FULLFILL ALL CHARTER PARTY OBLIGATIONS AND TO ADVISE OWNERS IN WRITING ABOUT NAME OF SUB CHARTERERS AS SOON AS POSSIBLE"

-LINE 522 DELETE 'OWNERS' INSERT 'CHARTERERS'

-LINES 522-523 DELETE FM 'AND CHARTERERS...THE FREIGHT' INSERT 'AND TO BE SETTLED DIRECTLY BY THEM'

-LINES 524-526 DELETE

-LINES 560-611 ADD 'ANY EXTRA WAR RISK INSURANCE IMPOSED BY HULL UNDERWITTERS INCL B/T AND CWB SHALL BE PAID BY CHARTS AGAINST OWNERS INVOICE ACCORDING TO LONDON SCALE'

ALSO ADD 'VSSLS H AND M VALUE IS USD 3.0 MIO'

-LINES 647-654 DELETE N/A

-LINES 683-716 DELETE

-LINES 717-729 DELETE

PETROVAL'S AMENDMENTS TO BPVOY3

-CLS 4 - OK  
-CLS 19 - OK  
-CLS 34 - OK  
-CLS 35 - OK  
-CLS 36 - DELETE SEE ABV  
-CLS 40 - OK  
-CLS 43 - OK  
-CLS 49 - OK  
-CLS 52 - OK

Message Continues...

16-02-06

19:58

FROM-

T-979 P.004

F-020

-CLS 53 - OK  
-CLS 55 - OK

## PETROVAL's ADDITIONAL TERMS

CLS 56 - OK  
CLS 57 - INSERT AT THE END VSL IS SBT  
CLS 58 - OK  
CLS 59 - DELETE '0.3' INSERT '0.5' ALSO DELETE 'DEDUCT' INSERT 'CLAIM'  
CLS 60 - PART II INSERT 'WEST OF ENGLAND'  
CLS 62 - OK  
CLS 63 - OK  
CLS 64 - OK  
CLS 65 - (ADMINISTRATION CL) OKAY BUT AFTER 'TELEX' INSERT ' A/O  
E-MAILS A/O FAXES'

CLS 66 - (COMMISSIONS)

## OWNS ADDITIONAL TERMS

## 1.-CARGO SAMPLING CLAUSE

CHARTERERS TO HAVE THE OPTION FOR VESSEL TO CALL AT A PORT OR PLACE ON OR OFF ROUTE FROM LOADING PORT(S) TO DISCHARGE PORT(S) FOR SAMPLING PURPOSES.

ALL COSTS IN THIS CONNECTION (INCLUDING BUT NOT LIMITED TO PORT COSTS AND BUNKERS CONSUMED -INCLUDING HEATING- AT COST) TO BE FOR CHARTERERS'ACCOUNT. ALL TIME LOST FOR ANY DEVIATION AND SUCH OPERATION TO COUNT AT FULL DEMURRAGE RATE PD/PR. ALL SUCH COSTS TO BE PAID TOGETHER WITH FREIGHT AGAINST OWNER'S TELEX INVOICE AS PER MASTERS STATEMENT'.

## 2.-CONOCO WEATHER CLS

CONOCO WEATHER CLS TO APPLY EXCEPT IF FUMICINO/FALCONARA / RAVENNA/LNOUVELLE /SPB/SETE/SYRIA/LEBANON AND IF LOAD DISCHARGE VIA SEALINE/SEA BUOY/ OPEN SEABERTH/SEA PLATFORM/SBM/LIGHTERAGE/ LIGHTERING/STS TRANSFER AND PORT KAVKASS WHERE TIME TO COUNT IN FULL, AGAINST LAYTIME OR DEMURRAGE IF VSL ON DEMURRAGE, WEATHER PERMITTING OR NOT. ANY UNBERTHING/REBERTHING TIME/EXPENSES DUE TO BAD WEATHER AND/OR SEA CONDITIONS TO BE FOR CHARTERER'S ACCOUNT AND TO BE SETTLED DIRECTLY BY THEM'

## -EXXON EARLY LOADING CLS:

IN THE EVENT CHR'TS AGREES TO LOAD VESSEL PRIOR TO COMMENCEMENT OF LAYDAYS ALL SUCH TIME TO BE CREDITED AGAINST ANY TIME VESSEL IS ON DEMURRAGE.FOR THE PURPOSE OF THIS CLS, TIME TO COUNT WHEN VESSEL IS ALL FAST AT THE LOAD PORT.

## - PETROVAL REVISED BIMCO ISPS CLAUSE

(A) (i) From the date of coming into force of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) in relation to the Vessel, the Owners shall procure that both the Vessel and "the Company" (as defined by the ISPS Code) shall comply with the requirements of the ISPS Code relating to the Vessel and "the Company". Upon request the Owners shall provide a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) to the Charterers. The Owners shall provide the Charterers with the full style contact details of the Company Security Officer (CSO).

(ii) Except as otherwise provided in this Charter Party, loss, damage, expense or delay, excluding consequential loss, caused by failure on the part of the Owners or "the Company" to comply with the requirements of the ISPS Code or this Clause shall be for the Owners' account.

Message Continues...

16-02-05

19:59 FROM-

T-979 P.005

F-020

(B) (i) The Charterers shall provide the CSO and the Ship Security Officer (SSO)/Master with their full style contact details and any other information the Owners require to comply with the ISPS Code.

(ii) Except as otherwise provided in this Charter Party, loss, damage, expense, excluding consequential loss, caused by failure on the part of the Charterers to comply with this Clause shall be for Charterers' account and any delay caused by such failure shall be compensated at the demurrage rate.

(C) Provided that the delay is not caused by the Owners' failure to comply with their obligations under the ISPS Code, and that the measures imposed by the port facility of relevant authorities applies to all vessels in that port and not solely to the Owner's Vessel, the following shall apply:

(i) Notwithstanding anything to the contrary provided in this Charter Party, the Vessel shall be entitled to tender Notice of Readiness even if not cleared due to applicable security regulations or measures imposed by a port facility or any relevant authority under the ISPS Code.

(ii) Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS Code shall count as half-laytime or half-time on demurrage if the Vessel is on laytime or demurrage. If the delay occurs before laytime has started or after laytime or time on demurrage has ceased to count, it shall be compensated by the Charterers at one half the demurrage rate and always in accordance with A(ii).

(D) Notwithstanding anything to the contrary provided in this Charter Party, any additional costs or expenses whatsoever solely arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code including, but not limited to, security guards, launch services, tug escorts, port security fees or taxes and inspections, unless such costs or expenses result solely from the Owners' negligence, shall be shared equally between Owner and Charterers. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.

(E) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.

1,25 PCT ADD COMM PLUS 1,25 PCT TO NOLARMA ON ALL MONEY EARNED

END

BEST REGARDS  
ALESSANDRO

NOLARMA TANKERS S.R.L.  
PIAZZA DELLA VITTORIA, 7/4  
PHN : 0039 010 5398212 (DIRECT LINE)  
FAX : 0039 010 5958022  
MOB : 0039 335 1331360  
AOH : 0039 019 993399  
EMAIL: a.deprati@nolarma.it  
YAHOO: alex\_deprati

[A Mime Part (Q88 - KASCO.doc - attachment;  
filename="Q88 - KASCO.doc") was detected here]

Received: from serverposta.nolarma.local ([213.156.55.127])

Message Continues...

**BP SHIPPING LTD.**

Britannic House

Moor Lane

LONDON EC2Y 9BU

Code word for this Charterparty  
"BEEPEEVOY 3"

## Voyage Charterparty

LONDON.....19..... 1

It is this day agreed between..... 2

of..... 3

..... 4

Owners (hereinafter referred to as 'Owners') of the good motor/steam tank vessel called..... 5

..... 6

(hereinafter referred to as 'the Vessel') now..... 7

.....and expected ready to load about ..... 8

and *BP Shipping Limited* of London as agents for..... 9

..... 10

(hereinafter referred to as 'Charterers')..... 11

1. Charterers undertake that:..... 12

(a) the Vessel is classed..... 13

(b) the Vessel has a summer dead weight of.....tonnes 14

on a saltwater draught of.....metres, with a total cargo capacity (98% 15

full) of.....cubic metres;..... 16

(c) the Vessel is fully fitted with heating coils fabricated from..... 17

in all cargo tanks, capable of heating the cargo to, and maintaining it at all times at a temperature of, 18

57deg C (135deg F);..... 19

(d) the Vessel is equipped with derricks capable of lifting to, and supporting at, the Vessel's port and 20

starboard manifolds submarine hoses of up to.....tonnes in weight..... 21

2. Owners shall before, at the commencement of, and throughout the voyage exercise due diligence to 22

make and maintain the Vessel, her tanks, pumps, valves and pipelines tight, staunch, strong, in good order 23

and condition, in every way fit for the voyage and fit to carry the cargo provided for in Clause 3, with the 24

Vessel's machinery, boilers and hull in a fully efficient state, and with a full and efficient complement of 25

Master, officers and crew. 26

Classification

Description  
of VesselCondition  
of Vessel

16-02-06 20:00 FROM-

T-978 P.007 F-020

Loading  
and Discharge  
Ports Range

3. Subject to the provisions of Clause 24, the Vessel shall proceed to.....

Cargo

or so near thereunto as she may safely reach, and there load a cargo of.....

.....In bulk,  
not exceeding what she can reasonably stow and carry over and above the tackle, provisions and furniture,  
and in any case not in excess of the quantity permitted by the International Load Line Convention, 1966, or  
any modification or amendment thereof as may be applicable to the voyage to be performed under this  
Charter. Thereupon the Vessel shall proceed with such cargo at a speed which Owners undertake shall be  
.....knots ('Base Speed'), as ordered on signing Bills of Lading or as provided in Clauses

24 and/or 26 to.....

.....or so near thereunto as she may safely reach,  
and deliver the same in consideration of the payment of freight as provided in Clauses 6 and 7.

Charterers shall have the right at any time during the voyage to order the Vessel to increase speed in order  
to arrive at a port or place on a certain date. Charterers shall not instruct the Vessel to increase speed such  
as to require the Vessel to proceed at a maximum speed in excess of that set out in the BP Shipping  
Questionnaire. If Charterers require any increase of speed to be made, any increase in the freight rate  
consequent thereon shall be calculated in accordance with the provisions of Clause 6.

If the Vessel fails to maintain Base Speed, or fails to comply with instructions as to the increase of speed  
given by Charterers pursuant to this Clause, Owners shall, subject to Clause 46, be liable for all costs,  
losses, damages and expenses arising as a direct consequence thereof save to the extent that Owners can  
prove to the satisfaction of Charterers that such failure was attributable to a reduction in speed necessi-  
tated by either adverse weather and sea state conditions or the safe navigation of the Vessel and Charterers  
shall be entitled to deduct any such costs, losses, damages and expenses from any demurrage due to Owners  
hereunder without prejudice to any other rights available to Charterers under this Charter or otherwise  
under English Law.

Loading/  
Discharge  
Place

4. The Vessel shall be loaded and discharged at any port, berth, dock, anchorage, submarine line,  
single point or single berth mooring facility, offshore location, alongside vessels or lighters, or any other  
place whatsoever as ordered by Charterers. Charterers shall exercise due diligence before directing the  
Vessel to any such places to ascertain that the Vessel can always lie safely afloat, but Charterers do not  
warrant the safety of any of the aforementioned places and shall be under no liability in respect thereof  
except for loss or damage caused by the failure to exercise due diligence as aforesaid.

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Lightening at Sea	If a port is nominated which cannot accommodate the Vessel with the quantity of cargo carried, Charterers undertake to discharge sufficient cargo at a previous port or place, or into vessels or lighters, to enable the Vessel to enter and lie at such nominated port or place. Freight shall be paid in accordance with Clause 6 and lighterage shall be at the expense of Charterers.	70 71 72 73
	A place of lightening at sea shall not constitute a discharge port or place under Clause 19, but all time used for a lightening operation (excluding any time lost or spent by reason of any of the causes stipulated in Clauses 20 and 21) shall count against the number of running hours stipulated in Clause 18 for the purpose of calculating Charterers' liability, if any, for demurrage as provided in Clause 22. For the purpose of this Clause the lightening operation shall be deemed to commence when the Vessel is properly tied up and moored alongside the lightening vessel and to end when unmooring has been completed.	74 75 76 77 78 79
	Subject to the preceding paragraph of this Clause, any additional steaming and/or waiting time used solely by reason of Charterers' orders to lighten at sea shall count as laytime or, if the Vessel is on demurrage, as demurrage.	80 81 82
Ship to Ship Transfer Operations	If Charterers require the Vessel to trans-ship cargo from or into another ocean-going vessel the trans-shipment operation shall be carried out in accordance with the recommendations set out in the latest edition of the ICS/OCIMF Ship to Ship Transfer Guide (Petroleum) and Owners undertake that the Vessel and her crew will comply with such recommendations. Charterers shall provide and pay for all necessary equipment including suitable fenders and hoses. Owners shall permit supervisory personnel nominated by Charterers to attend on board, including a Mooring Master, to assist in the trans-shipment operation. In the case of a ship to ship transfer freight shall be paid in accordance with the provisions of Clause 6.	83 84 85 86 87 88 89
	No provision herein contained as to laytime and demurrage shall be affected by the provisions of Clause 46.	90
Shifting	6. Charterers may require the Vessel to load at more than one berth at each loading port or place and to discharge at more than one berth at each discharge port or place in which event Owners shall, in the first instance, pay expenses arising from any of the following movements of the Vessel:-	91 92 93
	(a) unmooring at, and pilotage and towage off, the first loading or discharge berth;	94
	(b) mooring and unmooring at, and pilotage and towage on to and off, the intermediate loading or discharge berths; and	95 96
	(c) mooring at, and pilotage and towage on to, the last loading or discharge berth.	97
	Charterers shall reimburse Owners in respect of expenses properly incurred arising from any of the aforementioned movements upon presentation by Owners of all supporting invoices evidencing prior payment by Owners.	98 99 100
	Charterers shall reimburse Owners in respect of any dues and/or other charges incurred in excess of those which would have been incurred if all the cargo involved at the particular port or place had been loaded or discharged at the first berth only. Time consumed on account of shifting shall count as laytime or, if the Vessel is on demurrage, as demurrage, except as otherwise provided in Clause 20.	101 102 103 104
Port and Terminal Combinations	For the purpose of freight payment, the places grouped in Port and Terminal Combinations in the New Worldwide Tanker Nominal Freight Scale (hereinafter referred to as 'New Worldscale'), as amended at the date of this Charter, shall be considered as berths within a single port, Charterers reimbursing shifting expenses in accordance with the foregoing provisions.	105 106 107 108
Rate of Freight	6. The rate of Freight shall be at the level of.....	109
	.....	110
	.....	111
	.....	112
	.....	113
	.....	114
	..... % of the rate for the voyage	115
	as provided in New Worldscale, as amended at the date of this Charter. If Charterers order the Vessel to	116

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Increase speed, under the provisions of Clause 3 such rate shall be increased by..... New  
 Worldscale points for each knot of increased speed above the Base Speed or on a pro rata basis for fractions  
 of a knot up to a maximum of.....knots. Such increase shall be calculated in accordance  
 with the following example:

Example: The Vessel proceeds at Base Speed of 10 knots, the rate for which is New Worldscale 40.  
 After 10 days the Vessel is ordered to complete the voyage at 12 knots. The remainder of the  
 voyage takes 20 days. The increased speed option provides for a premium of 0.5 of a New Worldscale  
 point per knot of increased speed over Base Speed.

The freight rate for the above voyage would be calculated as follows:  
 Voyage Freight Rate = (NW40 x 10 days) + (NW41 \* x 20 days)  
 30 (total voyage days)  
 = NW40.67

(\*1 point premium for 12 knot maximum speed)

Should the Vessel not maintain the speed ordered, due to breakdown or any other reason whatsoever  
 beyond Charterers' control, the freight rate shall be calculated based on the average speed actually  
 achieved by the Vessel using BP Worldwide Marine Distance Tables to assess the length of the voyage  
 between pilot stations at the loading and discharge ports or places.

If the Vessel is ordered to lighten pursuant to Clause 4, the freight rate shall, notwithstanding the  
 lightening, be the same New Worldscale rate for the voyage as would be payable if no such lightening had  
 taken place.

In the case of a ship to ship transfer, as referred to in Clause 4, the freight rate for the voyage shall be the  
 rate as provided in New Worldscale for the relevant Trans-shipment Area, as amended at the date of this  
 Charter, or as provided by New Worldscale upon application by the parties or either of them.

Notwithstanding the provisions of Clause 3 and the provisions of this Clause should the Vessel load in  
 excess of the quantity specified therein then the freight payable for any average in excess of such quantity  
 shall be at one half of the freight rate(s) referred to above.

#### Payment of Freight

7. Freight shall be payable immediately after completion of discharge, on the gross quantity of cargo  
 loaded by the Vessel as evidenced by the Bills of Lading furnished by the shippers. Payment shall be made  
 in U.S. dollars

to.....

.....less  
 any sum derived from the operation of Clauses 8 and 54 and less any disbursements or advances made to  
 the Master or agents at ports of loading and/or discharge, and additional cargo insurance premium for  
 Owners' account under Clause 42, provided that no freight shall be payable on any quantity which  
 submerges, at any stage of the voyage, the marks appropriate under the International Load Line  
 Convention, 1966, or any modification or amendment thereof as may be applicable to the voyage to be  
 performed under this Charter.

#### Cargo Retention

8. If any material remains in the Vessel's cargo tanks on completion of discharge of cargo Charterers  
 shall be entitled to appoint an independent surveyor to determine what, if any, quantity of such material is  
 cargo which is liquid, pumpable and reachable by the Vessel's pumps. The independent surveyor's findings  
 shall be final and binding on Owners and Charterers. Charterers shall be entitled to deduct from freight an  
 amount equal to the FOB port of loading value of any quantity so determined together with freight due with  
 respect thereto. Charterers hereby agree to indemnify Owners against any liability to a Bill of Lading  
 holder resulting from non-delivery of any such cargo in respect of which a deduction from freight is made  
 provided, however, that Charterers shall in no event be liable to indemnify Owners in an amount greater  
 than the amount of the deduction from freight.

#### Cleaning of Vessel's Tanks, Pumps and Pipelines

9. Without prejudice to the provisions of Clause 2 Owners shall use due diligence to ensure that the  
 Vessel presents for loading with her tanks, pumps and pipelines properly cleaned to the satisfaction of any  
 Inspector appointed by Charterers and ready for loading the cargo specified in Clause 3. Any time used in  
 cleaning tanks, pumps and pipelines to Charterers' Inspector's satisfaction shall not count as laytime or  
 demurrage and shall, together with any costs incurred in the foregoing operations, be for Owners' account.

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Arriving to Even Keel	10. If for any reason the Vessel is unable to trim to even keel for arrival at a discharge port Owners shall notify Charterers by radio or telex stating the Vessel's expected arrival draught forward and aft in salt water. Such notification shall be given as soon as practicable after the receipt of loading orders and no later than sailing from the loading port or place.	170 171 172 173
Slack Tanks	11. Notwithstanding the provisions of Clause 7, if Charterers are unable to supply the quantity of cargo specified in Clause 3 the Vessel shall not be required to proceed to sea until such of her tanks are filled as will place her in a seaworthy condition, and freight shall be paid as if the Vessel had been loaded with the quantity of cargo specified in Clause 3.	174 175 176 177
Inert Gas System	12. Owners undertake that the Vessel is equipped with a fully functional Inert Gas System which is in use on the date hereof and shall so remain during the period of this Charter and that the officers and crew are properly qualified by way of certification for, and experienced in, the operation of such System. Owners further undertake that the Vessel shall arrive at the loading port with her cargo tanks inerted and that such tanks shall remain inerted throughout the voyage and the subsequent discharge of the cargo. Any time lost, whether or not the Vessel is on demurrage, owing to deficient or improper operation of the Inert Gas System shall be for Owners' account.	178 179 180 181 182 183 184
	The Vessel's Inert Gas System shall fully comply with Regulation 62, Chapter II-2 of the SOLAS Convention 1974 as modified by its Protocol of 1978 and Owners undertake that such System shall be operated by the officers and crew in accordance with the operational procedures set out in the IMO publication entitled 'Inert Gas Systems 1983' as may, from time to time, be amended.	185 186 187 188
	If Charterers so require, Owners shall arrange for the Vessel's tanks to be de-inerted to facilitate inspection, gauging and sampling. Any time taken in de-inerting, inspecting, gauging, sampling and re-inerting thereon shall count as laytime or, if the Vessel is on demurrage, as demurrage.	189 190 191
Crude Oil Washing	13. Owners undertake that the Vessel is equipped with a fully functional Crude Oil Washing System and that the officers and crew are properly qualified by way of certification for, and experienced in, the operation of such System.	192 193 194
	The Master shall arrange for the crude oil washing of cargo tanks at the discharge port or place to the MARPOL minimum standards as set out in the Vessel's Crude Oil Washing Operation and Equipment Manual or in accordance with Charterers' requirements. A period of 6 hours for a full cargo, or pro rata thereof in respect of a part cargo, in addition to the period specified in Clause 16 shall be allowed for crude oil washing and any additional time taken therefor shall not count as laytime or, if the Vessel is on demurrage, as demurrage.	195 196 197 198 199 200
Dues and Other Charges	14. Dues and other charges levied upon the Vessel, howsoever assessed, shall be paid by Owners. Dues and other charges upon the cargo shall be paid by Charterers.	201 202
	Notwithstanding the foregoing where, under the provisions of New Worldscale, as amended at the date of this Charter, a due or charge is expressly for the account of Owners or Charterers then such due or charge shall be paid in accordance with such provisions.	203 204 205
	Should a charge be imposed upon Charterers by the owner of a berth by reason of prolonged occupation of such berth by the Vessel for reasons beyond the control of Charterers or their agents such charge shall be paid by Owners.	206 207 208
Loading and Discharge of Cargo	15. The cargo shall be pumped into the Vessel at the expense of and at the risk and peril of Charterers as far as the Vessel's manifold only, and pumped out of the Vessel at the expense of and at the risk and peril of Owners as far as the Vessel's manifold only.	209 210 211
	Owners shall, if requested, make available the hands, equipment, and facilities required on board for the connecting and disconnecting of hoses for loading and discharging. The Master may demand shore supervision of, and approval for, the connecting and disconnecting of hoses. Any delay resulting from the failure by Owners to provide the hands, equipment and facilities as aforesaid shall not count as laytime or, if the Vessel is on demurrage, as demurrage.	212 213 214 215 216
Pumping	16. Owners undertake that the Vessel shall discharge a full cargo, as defined hereunder, within 24 hours, or pro rata thereof in respect of a part cargo, from the commencement of pumping or that the Vessel shall maintain a minimum discharge pressure of 100 psig at the Vessel's manifold throughout the period of discharge provided that the shore receiving facilities are capable of accepting discharge of the cargo within such time or at such pressure. If crude oil washing is requested by Charterers the applicable period for discharge shall be increased by a period of up to 6 hours in accordance with Clause 13. The shore receiving facilities shall have the right to gauge discharge pressure at the Vessel's manifold.	217 218 219 220 221 222 223

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Any additional time used owing to the inability of the Vessel to discharge the cargo within 24 hours or 30 hours, as the case may be, or such shorter period as may be applicable in the case of a part cargo, or to maintain a minimum discharge pressure of 100 psig at the Vessel's manifold throughout the discharge shall be for Owners' account and shall not count as laytime or, if the Vessel is on demurrage, as demurrage. If the shore receiving terminal facilities are unable to accept discharge of the cargo within the aforementioned time or at the aforementioned discharge pressure the Master shall present the shore receiving terminal with a Note of Protest forthwith, and in any event prior to the Vessel's departure from the berth, and shall use all reasonable endeavours to have such Note of Protest countersigned on behalf of the shore receiving terminal in the absence of which countersignature the Master shall present a further Note of Protest to the shore receiving terminal.

For the purpose of this Clause a full cargo shall mean the quantity referred to in Clause 3 or the Bill of Lading quantity, whichever is the greater.

Charterers will not consider any claim by Owners for additional time used in the foregoing circumstances in the absence of the provision by Owners of the following documentation:-

(a) an hourly pumping log, signed by a responsible officer of the Vessel and a terminal or Charterers' representative, showing the pressure maintained at the manifold throughout discharge and, in the absence of a signature from a terminal or Charterers' representative, a Note of Protest;

(b) copies of all Notes of Protest issued or received by the Vessel in relation to the discharge in question; and

(c) copies of any other documentation generated by the Vessel or by the shore receiving terminal relevant to the discharge in question.

Laydays/  
Cancelling

17. Laydays for the purpose of this Charter shall be from ..... ("the Commencement Date") to ..... ("the Cancelling Date").

Laytime for the purposes of loading shall not commence before 0600 hours local time on the Commencement Date unless with Charterers' sanction in which event laytime shall commence when the Vessel commenced loading and should the Vessel not be ready to load by 1600 hours local time on the Cancelling Date Charterers shall have the option of cancelling this Charter. Should the Vessel, with Charterers' sanction, have commenced loading prior to the commencement of laytime, as provided above, then the time from such commencement of loading to the commencement of laytime shall constitute additional laytime for the purpose of loading and discharging and in respect of the period(s) referred to in Clause 18.

If it appears to Charterers that the Vessel will be delayed beyond the Cancelling Date Charterers may require Owners to notify Charterers of the date on which they expect the Vessel to be ready to load whereupon Charterers shall have the option to cancel this Charter and such option shall then be declared by Charterers within 96 hours, Sundays and holidays excepted, of the receipt of the said notification from Owners. In the event of Owners giving such notification and Charterers not exercising their option to cancel within the stated period, the third day after the readiness date stated in Owners' notification, or such other date as may be mutually agreed, shall be the new Cancelling Date for the purpose of this Clause. If Owners fail to give such notification when requested by Charterers, Charterers shall have the option to cancel this Charter at any time prior to the arrival of the Vessel.

Cancellation or failure to cancel shall be entirely without prejudice to any claim for damages Charterers may have for the Vessel not being ready to load by the original Cancelling Date stated in this Clause.

Amount of, and  
Definition of,  
Laytime

18. Charterers shall be allowed ..... hours, together with any period of additional laytime arising under the provisions of Clause 17 if Charterers sanction loading of the Vessel before the commencement of laydays, as laytime for loading and discharging and in respect of any period(s) when the Vessel, in accordance with Charterers' instructions, is proceeding or operating as referred to in Clauses 4, 5, 12, 21, 24, 25, 26, 29, 30 and 31. Sundays and holidays shall be included in respect of laytime for loading or discharging unless loading or discharging on the Sunday or holiday in question is prohibited by law or regulation at the port or place of loading or discharge and Charterers shall have the right of loading and discharging during the night.

Commencement  
and Termination  
of Laytime/  
Demurrage  
for Loading  
and Discharge

19. Subject only to Clauses 17, 20 and 21:-

(a) laytime or, if the Vessel is on demurrage, demurrage shall at each loading and each discharge port or place commence at the expiry of 6 hours after Notice of Readiness to load or discharge has been received from the Master or his agents by Charterers or their agents, berth or no berth, or when the Vessel commences to load or discharge at the berth or other loading or discharging place, whichever first occurs.

Such Notice of Readiness may be given either by letter, facsimile transmission, telegram, telex, radio or telephone (and if given by radio or telephone shall subsequently be confirmed in writing and if given by facsimile transmission confirmed by telex) but Notice of Readiness shall not be given, without Charterers' sanction, before the commencement of laydays; and

(b) laytime or, if the Vessel is on demurrage, demurrage shall run until the cargo hoses have been finally disconnected upon termination of loading or discharging, such disconnection to be effected promptly; provided always that if the Vessel is detained for more than 2 hours beyond the final disconnection of hoses by the shore terminal solely for the completion of cargo documentation and the presentation of such documents on board the Vessel, laytime or, if the Vessel is on demurrage, demurrage shall re-commence after such period of 2 hours and terminate upon the completion of cargo documentation.

Suspension of Laytime/ Demurrage for Loading and Discharge 20. Time shall not count against laytime or, if the Vessel is on demurrage, for demurrage when spent or lost:-

(a) on an inward passage, including awaiting daylight, tide, opening of locks, pilot, or tugs and moving from anchorage, even if lightening has taken place at the anchorage, until the Vessel is securely moored at the berth or other loading or discharging place specified by Charterers;

(b) due, whether directly or indirectly, to breakdown, inefficiency or other cause attributable to the Vessel and/or Owners, including inability of the Vessel to pump out the cargo at the rate indicated in Clause 16 after taking account of any variations in back pressure;

(c) as a result of a labour dispute, or strike, involving Master, officers or crew of the Vessel or tugs or pilot;

(d) in, or in connection with, the handling of ballast unless this is carried out concurrently with loading or discharging such that no loss of time is involved; and

(e) in cleaning tanks, pumps and pipelines.

Nothing herein contained shall be affected by the provisions of Clause 46.

Laytime/ Demurrage/ Force Majeure 21. Any delay(s) arising from adverse weather or sea state conditions, fire, explosion, breakdown or failure of equipment, plant or machinery in or about ports or places of loading and/or discharge, Act of God, act of war, labour dispute, strike, riot, civil commotion, or arrest or restraint of princes, rulers or peoples shall, provided always that the cause of the delay(s) was not within the reasonable control of Charterers or Owners or their respective servants or agents, count as one half laytime or, if the Vessel is on demurrage, at one half of the demurrage rate.

Demurrage 22. Charterers shall pay demurrage at the rate of US\$.....per running day and pro rata for part of a running day for all time that loading and discharging and any other time counting as laytime exceeds the laytime specified in Clause 18.

Demurrage "Bar" 23. Charterers shall be discharged and released from all liability in respect of any claim for demurrage which Owners may have under this Charter unless a claim in writing has been presented to Charterers together with supporting documentation substantiating each and every constituent part of the claim within 90 days of the completion of discharge of the cargo carried hereunder.

Orders for Discharge Ports or Places 24. If, at any time after the Vessel has completed loading the cargo or part cargo, as the case may be, Charterers instruct the Vessel to await their orders at one or more locations, then all time spent by the Vessel awaiting orders as aforesaid shall count as laytime or, if the Vessel is on demurrage, as demurrage.

Revised Orders If after any loading or discharge port or place has been nominated Charterers desire to vary such port or place, Owners shall issue such revised instructions as are necessary at any time to give effect to Charterers' revised orders and any period by which the steaming time taken to reach the alternative port or place exceeds the time which should have been taken had the Vessel proceeded thither directly shall count as laytime or, if the Vessel is on demurrage, as demurrage. Charterers shall pay Owners for additional bunkers consumed during such excess time at the replacement price as paid by Owners substantiated by copies of such documents as Charterers may require.

Vessel/ Cargo Inspections/ Bunker Surveys 25. Charterers shall be entitled to cause their representative(s) to carry out inspections of the Vessel and/or observe cargo operations and/or ascertain the quantity and quality of the cargo, water and residues on board at any loading and/or discharge port or place.

Charterers' representative(s), or any independent surveyor appointed by Charterers, shall be entitled to

survey and take samples from any or all of the Vessel's bunker fuel tanks and non-cargo spaces at any loading and/or discharge port or place.

Any exercise of, or failure to exercise, any of their rights under the foregoing provisions by Charterers shall neither increase nor reduce the respective rights and obligations of the parties under this Charter and shall not be deemed to be, nor construed as, a waiver or acceptance of any default on the part of Owners.

Any delay arising solely as a result of any such inspection, survey or sampling as aforesaid shall count as laytime or, if the Vessel is on demurrage, as demurrage. If the Master refuses to permit any such inspection, survey or sampling as aforesaid Charterers shall have the right to procure the removal of the Vessel from the place at which she is lying. All time lost by reason of any such refusal by the Master, including without limitation any time used in shifting the Vessel off, and back to, such, or any other, place shall not count as laytime or, if the Vessel is on demurrage, as demurrage and any expenses incurred as a result of any such refusal, including without limitation Vessel shifting expenses, shall be paid by Owners.

**Cargo Sampling** 26. Charterers shall be entitled to require the Vessel to deviate at any time after leaving any loading port or place and to call at or off a port or place for cargo sampling purposes. Charterers undertake to obtain the consent of the owner(s) of any cargo on board at the time before requiring the Vessel to deviate as aforesaid.

Any delay arising from Charterers' requiring the Vessel to deviate as aforesaid, based upon the period by which the steaming time taken by the Vessel to reach the next port of loading or discharge exceeds the time which should have been taken had the Vessel proceeded thither directly, shall count as laytime, or if the Vessel is on demurrage, as demurrage. Charterers shall pay Owners for additional bunkers consumed during the period of deviation at the replacement price as paid by Owners and substantiated by copies of such documents as Charterers may require and shall pay port expenses incurred by Owners at the port to which Owners were required to divert the Vessel.

**Maintenance of Cargo Temperature**

27. If Charterers so require Owners shall maintain the loaded temperature of the cargo and the Master shall advise Charterers, on a daily basis, of the temperature of such cargo in each of the Vessel's tanks. Notwithstanding the foregoing the Vessel shall not be obliged to maintain the cargo at a temperature in excess of 57deg C (135deg F). Owners warrant that the Vessel is capable of maintaining the cargo up to such maximum temperature throughout the laden voyage and throughout discharge of the cargo. If the Vessel fails to maintain the required temperature Owners shall be responsible for any resulting delay and any time lost thereby shall not count as laytime or, if the Vessel is on demurrage, as demurrage. Should it become necessary for the Vessel to vacate the berth because of Owners' failure to maintain the required temperature all time lost and expenses incurred shall be for Owners' account.

**Cargo Heating**

28. Charterers shall be entitled to require the Vessel to raise the temperature of the cargo above the loaded temperature up to a maximum temperature of 57deg C (135deg F) in all the Vessel's tanks. The Master shall advise Charterers, on a daily basis, of the temperature of the cargo in each of the Vessel's tanks throughout the voyage. Charterers shall reimburse Owners for the cost of additional bunkers used solely to raise the temperature of the cargo as aforesaid, as evidenced by copies of the Vessel's daily Engine Log Book for the complete laden voyage, subject to a limit of 6 tonnes per degree Celsius. Charterers shall pay for such bunkers at the replacement price paid by Owners and substantiated by copies of such documents as Charterers may require.

**On Voyage**

29. If on passage to the nominated port or place of loading or discharge the Master finds that the port or place is inaccessible owing to ice he shall immediately request Charterers by radio for revised orders and remain outside the area of ice-bound water. The terms governing such time awaiting orders shall be in accordance with the provisions of Clause 24. Upon receipt of such request Charterers shall give orders for the Vessel to proceed to an alternative ice-free and accessible port or place where there are facilities for receiving or delivering the cargo. In this event freight shall be paid at the rate applicable under this Charter to such alternative loading or discharge port or place, and any period by which the steaming time taken to reach such alternative port or place exceeds the time which should have been taken had the Vessel proceeded thither direct shall count as laytime or, if the Vessel is on demurrage, as demurrage.

**Ice at Loading/ Discharge Ports or Places**

30. If, on or after the Vessel's arrival at a nominated port or place of loading or discharge, there is a danger of the Vessel being frozen in, the Master shall proceed to the nearest safe and ice-free position and at the same time request Charterers by radio for revised orders. Upon receipt of such request Charterers shall give orders for the Vessel either to proceed to an alternative ice-free and accessible port or place, where there is no danger of the Vessel being frozen in and where there are facilities for receiving or delivering cargo, or to return to and load or discharge at the nominated port or place. If the Vessel is ordered to an alternative port or place the sum in respect of freight and delay to be paid by Charterers shall be as provided in Clause 29, but if the Vessel loads or discharges at the nominated port or place, then, subject to the provisions of Clauses 19, 20 and 21, the whole of the time occupied from the receipt of Notice

of Readiness to load or discharge on the Vessel's first arrival until hoses are disconnected after the completion of loading or discharge shall count as laytime, or if the Vessel is on demurrage, as demurrage. Any delay after the final disconnection of shore hoses caused by ice by reason of the Vessel returning to the nominated port or place on Charterers' instructions shall count as laytime or, if the Vessel is on demurrage, as demurrage.

Quarantine 31. Should Charterers require the Vessel to proceed to any port or place at which, at the time the Vessel is ordered to that port or place, there is quarantine time shall count as laytime or, if the Vessel is on demurrage, as demurrage whilst the Vessel is detained, but should quarantine be declared only whilst the Vessel is on passage to the port or place Charterers shall not be liable for any delay caused by such quarantine.

Lien 32. Owners shall have a lien upon the cargo for all freight, deadfreight, demurrage and the cost of recovery thereof.

Documentation 33. Owners undertake that throughout the currency of this Charter the Vessel shall have on board all such valid documentation as may, from time to time, be required to enable the Vessel to enter and carry out all required operations at loading or discharge ports or places and leave, without let or hindrance, all ports or places to which the Vessel may be directed under the terms of this Charter and Owners hereby expressly confirm:-

(a) that they shall be responsible for any loss, damage, delay or expenses; and

(b) that time shall not count as laytime or, if the Vessel is on demurrage, as demurrage for any period during which the Vessel is not fully and freely available to Charterers;

as a result of action taken against her by any Government, Government Organisation, competent authority, person or organisation, owing to her flag, failure to have on board valid documentation as aforesaid or any dispute relating to Owners' wages or crew employment policy or to the condition of the Vessel or her equipment.

Calls at Sullom Voe 34. (a) Notwithstanding Clause 45 as from the date of agreement to, and for the duration of, this Charter Owners and their agents shall observe Charterers' instructions regarding the disposal of ballast from the Vessel. For such period as aforesaid Owners shall ensure that no engine room, pumproom or other oily effluent is discharged from the Vessel and shall, if required by Charterers, produce evidence of instructions cabled by them to the Master forbidding the discharge of such effluent from the Vessel. Charterers shall pay any deadfreight arising by reason of compliance with Charterers' instructions. If, before the commencement of loading at Sullom Voe Terminal, Charterers produce to Owners evidence of non-compliance with such instructions regarding the disposal of ballast or evidence of the discharge, or apparent discharge, of such effluent Charterers may, by notice in writing, cancel this Charter without incurring any liability for damages.

(b) Owners warrant that the Vessel is capable of accepting cargo at the following minimum acceptance rates and of deballasting within the following maximum periods:-

Ship's size	Minimum Cargo Acceptance Rate	Maximum Deballasting Period
Up to 89,999 tons SDWT	7.5 per cent of SDWT/Hour	5 hours 30 minutes
90,000 tons to 179,999 tons SDWT	6.6 per cent of SDWT/Hour	8 hours 40 minutes
Over 180,000 tons SDWT	5.8 per cent of SDWT/Hour	11 hours 10 minutes

Should the Vessel's cargo acceptance rate be less than the relevant minimum rate specified above or should the deballasting time specified above exceed the relevant maximum period the excess time required to complete loading shall be deducted from any laytime or demurrage accruing under the provisions of this Charter.

(c) Owners warrant that the Vessel shall present manifolds of 16 inch diameter, class ANSI 150 with a minimum 500 mm between flanges or reducer/spool pieces such that the quick closing coupler may operate without restrictions.

Calls at Nigerian Ports 35. Owners warrant that the Vessel is neither directly nor indirectly owned and/or chartered by South African, Namibian, Zimbabwean or Israeli companies or persons, that the Vessel is not registered in any of the aforementioned States and that the Vessel is not linked, by means of financial arrangements or mortgages, with such States.

Owners warrant that the Master, officers and crew and any supernumeraries or passengers do not, and

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shall not include nationals of any of the aforementioned States or persons who were born in, or reside in, any of such States. 438  
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Owners warrant that the Vessel has not called at or off any port in South Africa, Namibia, or Israel within the last 2 years prior to her arrival in Nigerian waters. A port of call in this context includes calling at or off a port to receive services such as mail and/or provisions whether by helicopter or launch and not merely discharging, loading, repairing or bunkering. 440  
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Owners warrant that no stores, spare parts, provisions and packing of material on board emanate from any of the States referred to in the first paragraph of this Clause. 444  
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Bills of Lading and Indemnities 36. Bills of Lading shall be signed as Charterers direct, without prejudice to this Charter. Charterers hereby indemnify Owners. 446  
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(a) against all liabilities that may arise from the signing of Bills of Lading in accordance with the directions of Charterers to the extent that the terms of such Bills of Lading impose more onerous liabilities than those assumed by Owners under the terms of this Charter; and 448  
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(b) against claims brought by holders of Bills of Lading against Owners by reason of any deviation required by Charterers under the provisions of Clauses 24 and 26. 451  
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All Bills of Lading issued under this Charter shall contain War Risks, Both-to-Blame Collision and New Jason clauses. 453  
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Unavailability of Bills of Lading Change of Receiver Change of Discharge Port or Place If a Bill of Lading is not available at any discharge port or place to which the Vessel may be ordered by Charterers under this Charter or if Charterers require Owners to deliver cargo to a party and/or at a port or place other than as set out in the Bills of Lading, then Owners shall nevertheless discharge the cargo carried by the Vessel in compliance with Charterers' instructions, upon a consignee nominated by Charterers (hereinafter called "the Receiver") presenting reasonable identification to the Master, in consideration of the following undertakings by Charterers:- 455  
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(i) to indemnify Owners (which term shall, for the purpose of this Clause, include Owners' servants and agents) and to hold Owners harmless in respect of any liability, loss or damage of whatsoever nature which Owners may sustain by reason of delivering the cargo to the Receiver in accordance with Charterers' instructions; 461  
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(ii) to provide Owners, in the event of any proceedings being commenced against Owners in connection with the delivery of the cargo as aforesaid, from time to time on demand, with sufficient funds to defend the same; 465  
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(iii) to provide Owners on demand such bail or other security as may be required if, in connection with the delivery of the cargo as aforesaid, the Vessel or any other vessel or property belonging to Owners should be arrested or detained or, if the arrest or detention thereof should be threatened, to prevent such arrest or detention, or to secure the release of such Vessel or property and to indemnify Owners in respect of any loss, damage or expenses caused by such arrest or detention whether or not the same be justified; and 468  
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(iv) to produce and deliver to Owners all original Bills of Lading in respect of the cargo loaded by the Vessel as soon as same shall have arrived and/or come into the possession of Charterers whereupon Charterers' liability hereunder shall cease. 473  
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The provisions of the foregoing undertakings shall be governed by English Law. 476

Coding of Cargo Documentation - US Customs Regulations 37. If Charterers require the Vessel to load or discharge at a port or ports within the jurisdiction of the US Customs Service, Owners shall procure that the Master complies with Charterers' instructions as to the insertion of Owners' Unique Identifier in each Bill of Lading accompanying a shipment of imported cargo in accordance with US Customs Regulations (19 CFR Parts 4 and 178). Owners shall provide Charterers or their agents on request with details of their Unique Bill of Lading Identifier in respect of any cargo carried hereunder. 477  
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In the event that the Master fails to comply with Charterers' instruction as aforesaid Owners shall be liable for any delays resulting therefrom and any time lost thereby shall not count as laytime or, if the Vessel is on demurrage, as demurrage. 483  
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Liberty 38. The Vessel shall have liberty to call with or without pilots, to tow or go to the assistance of vessels in distress, to call at any port or ports for bunkers, and to deviate for the purpose of saving life or property, or for any other reasonable purpose. 486  
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Agency	39. Charterers shall nominate the Vessel's agents at loading and discharge ports or places but such agents shall be employed, instructed and paid by Owners.	489 490
Estimated Times of Arrival	40. If the Master fails to comply with any of the following provisions any delay, either at a loading or discharge port or place, resulting therefrom shall not count as laytime or, if the Vessel is on demurrage, as demurrage and Owners shall be responsible for any additional costs incurred by Charterers arising from such non-compliance.	491 492 493 494
	The Master shall send messages by radio or telex to Charterers addressed 'BP Shipping London' and to the agents at the loading port or place advising the date and approximate hour of the Vessel's arrival. Such messages shall be sent upon the Vessel's sailing from the prior discharge port and 7 days and 72, 48 and 24 hours prior to the Vessel's estimated arrival at the loading port or place. Should the Vessel be at sea or elsewhere when ordered by Owners to proceed to the loading port or place the Master shall, if the Vessel is less than 7 days or 72/48/24 hours, as applicable, from the loading port or place, immediately notify Charterers and the agents of the Vessel's ETA in the manner aforesaid and thereafter notify Charterers and the agents of the Vessel's ETA at such of the times as aforesaid as are applicable or immediately provide Charterers with such other ETAs as Charterers may request.	495 496 497 498 499 500 501 502 503
	The Master shall notify Charterers and the agents of the Vessel's ETA at the discharge port or place in the manner aforesaid also providing information as to the Vessel's expected arrival draught on even keel salt water either upon the Vessel leaving the previous port or place or 72 hours prior to her estimated arrival at the discharge port or place, whichever is the later. Thereafter the Master shall notify Charterers and the agents of the Vessel's ETA together with the information as aforesaid 48 and 24 hours, as applicable, from the discharge port or place or immediately provide Charterers with such other ETAs as Charterers may request.	504 505 506 507 508 509 510
	The Master shall advise Charterers and the agents promptly by radio or telex of any variation of more than 6 hours in estimated dates or times of arrival at the loading and/or discharge port or place.	511 512
	Should the voyage involve passing the Cape of Good Hope the Master shall, on passing the Cape of Good Hope, send an additional radio or telex message to Charterers, advising the Vessel's ETA off Land's End or at the discharge port or place if already nominated, stating also the estimated arrival draught on even keel salt water.	513 514 515 516
	Charterers shall have the right to see copies of all telexes (showing answerbacks) referred to in this Clause.	517
Sub-Charter	41. Charterers may sub-charter the Vessel without prejudice to the respective rights and obligations of either party under this Charter.	518 519
Cargo Insurance	42. Any additional premium which might be placed on the cargo insurance by reason of the Vessel's age and/or condition shall be for Owners' account, and Charterers shall be entitled to deduct the cost of any such additional premium from the freight.	520 521 522
Inter Fuel	43. If the supply of bunker fuel required for the voyage performed under this Charter should not at the material date be covered under a contract between Owners and any of the BP Group of Companies, the first option of supplying such bunker fuel shall be given by Owners to a Company within the BP Group.	523 524 525
Traffic Separation and Routing	44. Owners shall instruct the Master to observe recommendations as to traffic separation and routing as issued from time to time by the International Maritime Organisation or as promulgated by the State of the flag of the Vessel or the State in which the effective management of the Vessel is exercised.	526 527 528
Oil Pollution Prevention	45. Owners shall instruct the Master to retain on board all oily residues of oil of a persistent nature remaining in the Vessel from the previous cargo. The Master shall, during tank washing, collect the washings into one cargo compartment and after maximum separation of the free water, discharge the water so separated overboard. In the discharge of all water separated as aforesaid Owners shall comply with the requirements of the International Convention for the Prevention of Pollution from Ships 1973, as amended by its Protocol of 1978 (MARPOL 73/78), insofar as these do not conflict with any applicable law.	529 530 531 532 533 534
	When this operation is completed the Master shall notify Charterers by radio of the estimated tonnage of all segregated tank washings from previous cargoes.	535 536
Treatment of Tank Washings	On the Vessel's arrival at the loading port or place the Master shall arrange that the quantity of all segregated tank washings shall be measured in conjunction with cargo suppliers and shall make a note in the Vessel's ullage record of the quantity so measured.	537 538 539

If Charterers require the Master to load the cargo on top of the segregated tank washings, freight calculated in accordance with Clause 6 shall be paid on that quantity of the tank washings up to a tonnage equivalent of 1% of the Vessel's summer deadweight. Owners shall instruct the Master to keep the water to a minimum and in any event not exceeding 0.15% of the Vessel's summer deadweight tonnage.

If Charterers require the Master to segregate the tank washings from the cargo to be loaded, Charterers shall pay for any deadfreight so incurred.

If, for whatever reason, the cargo loaded hereunder is not loaded on top of the segregated tank washings from previous cargoes (or any part thereof), Owners undertake that all such washings shall be discharged or disposed of or retained in accordance with the orders and directions of Charterers on completion of the voyage hereunder.

#### Exceptions

46. The provisions of Articles III (other than Rule B), IV, IV bis and VII of the Schedule to the Carriage of Goods by Sea Act, 1924 of the United Kingdom shall apply to this Charter and shall be deemed to be inserted in extenso herein. This Charter shall be deemed to be a contract for the carriage of goods by sea to which the said Articles apply, and Owners shall be entitled to the protection of the said Articles in respect of any claim made hereunder.

Charterers shall not, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performance hereunder arising or resulting from Act of God, act of war, seizure under legal process, quarantine restrictions, labour disputes, strikes, riots, civil commotions, arrest or restraint of princes, rulers or peoples.

#### Risks

47. (a) The Master shall not be required or bound to sign Bills of Lading for any blockaded port or for any port which the Master or Owners in his or their discretion consider dangerous or impossible to enter or reach.

(b) If -

(i) any port of loading or of discharge named in this Charter or to which the Vessel may properly be ordered pursuant to the terms of this Charter or the Bills of Lading be blockaded; or

(ii) owing to any war, hostilities, warlike operations, civil war, civil commotions, revolutions, or the operation of international law:-

(aa) entry to any such port of loading or of discharge or the loading or discharge of cargo at any port be considered by the Master or Owners in his or their discretion dangerous or prohibited; or

(bb) it be considered by the Master or Owners in his or their discretion dangerous or impossible for the Vessel to reach any such port of loading or of discharge,

then Charterers shall have the right to order the cargo or such part of it as may be affected to be loaded or discharged at any other port of loading or of discharge whether within or outside the range of loading or discharge ports respectively established under the provisions of this Charter (provided such other port is not blockaded or that entry thereto or loading or discharge of cargo thereat is not in the Master's or Owners' discretion dangerous or prohibited). If no orders be received from Charterers within 48 hours after they or their agents have received from Owners a request for the nomination of a substitute port, then:

If the affected port is the first and only loading port and no cargo has been loaded, this Charter shall terminate forthwith;

If the affected port is a loading port and part of the cargo has already been loaded, the Vessel may proceed on passage and Charterers shall pay for any deadfreight so incurred;

If the affected port is a discharge port, Owners shall be at liberty to discharge the cargo at any safe port which they or the Master may in their or his discretion decide on (whether within or outside the range of discharge ports established under the provisions of this Charter or) and such discharge shall be deemed to be due fulfilment of the contract or contracts of affreightment so far as cargo so discharged is concerned.

In the event of the cargo being loaded or discharged at any such other port within the respective range of loading or discharge ports established under the provisions of this Charter, this Charter shall be read in respect of freight and all other conditions whatsoever as if the voyage performed were that originally designated. However if the Vessel discharges the cargo at a port outside the range of discharge ports established under the provisions of this Charter, freight shall be paid as for the voyage originally designated and all extra expenses involved in reaching the actual port of discharge and/or discharging the cargo thereat

shall be paid by Charterers. In the latter event Owners shall have a lien on the cargo for all such extra expenses.

(c) The Vessel shall have liberty to comply with any directions or recommendations as to departure, arrival, routes, ports of call, stoppages, destinations, zones, waters, delivery or in any other wise whatsoever given by the government of the nation under whose flag the Vessel sails or any other government or local authority including any de facto government or local authority or by any person or body acting or purporting to act as or with the authority of any such government or authority or by any committee or person having under the terms of the war risks insurance on the Vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations anything is done or is not done such shall not be deemed a deviation.

If by reason of or in compliance with any such direction or recommendation the Vessel does not proceed to the port or ports of discharge originally designated or to which she may have been ordered pursuant to the terms of the Bills of Lading, the Vessel may proceed to any safe port of discharge which the Master or Owners in his or their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfilment of the contract or contracts of affreightment and Owners shall be entitled to freight as if discharge had been effected at the port or ports originally designated or to which the Vessel may have been ordered pursuant to the terms of the Bills of Lading. All extra expenses involved in reaching and discharging the cargo at any such other port of discharge shall be paid by Charterers and Owners shall have a lien on the cargo for freight and all such expenses.

48. If the liability for any collision in which the Vessel is involved while performing this Charter fails to be determined in accordance with the laws of the United States of America, or the laws of any State which applies laws similar to those applied in the USA in the circumstances envisaged by this Clause, the following Clause shall apply:-

"If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, mariner, pilot or the servants of the carrier in the navigation or in the management of the Vessel, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of, said goods, paid or payable by the other or non-carrying vessel or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or carrier.

The foregoing provisions shall also apply where the owner, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of collision or contact."

Whilst Charterers shall procure that all Bills of Lading issued under this Charter shall contain a provision in the foregoing terms, to be applicable where the liability for any collision in which the Vessel is involved fails to be determined in accordance with the preamble of this Clause, Charterers neither warrant nor undertake that such provision shall be effective. In the event that such provision proves ineffective Charterers shall, notwithstanding anything to the contrary herein provided, not be obliged to indemnify Owners.

49. General Average shall be adjusted and settled in London in accordance with the York/Antwerp Rules 1974 or any modification or re-enactment thereof for the time being in force.

50. If, notwithstanding Clause 49, it is agreed in writing that General Average adjustment be made in accordance with the law and practice of the United States of America, the following Clause shall apply:-

"In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the carrier is not responsible, by statute, contract or otherwise, the cargo shippers, consignees or owners of the cargo shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo.

If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo shippers, consignees or owners of the cargo to the carrier before delivery."

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FMG Certificate/  
US Coastguard  
Regulations

51. Owners undertake that the Vessel carries on board a valid US Coast Guard Certificate of Financial Responsibility as required under the US Federal Water Pollution Control Act as amended by the Clean Water Act of 1977. Any delay arising from failure by Owners to have such a Certificate on board the Vessel shall not count as laytime or, if the Vessel is on demurrage, as demurrage.

Owners warrant that during the period of this Charter the Vessel shall comply with all applicable US Coast Guard Regulations and that if in any respect whatsoever the Vessel does not so comply there shall be on board the Vessel appropriate waivers from the US Coast Guard. Any delay arising from non-compliance with the foregoing provision shall not count as laytime or, if the Vessel is on demurrage, as demurrage.

Clause  
Paramount

52. All Bills of Lading issued under this Charter shall contain the following Clause Paramount:-

"CLAUSE PARAMOUNT"

This Bill of Lading shall:

(1) In relation to the carriage of any goods from any port in Great Britain or Northern Ireland to any other port whether in or outside Great Britain or Northern Ireland have effect subject to the provisions of the Carriage of Goods by Sea Act 1924 and to the Rules contained in the Schedule thereto (the Hague/Visby Rules) and nothing herein contained shall be deemed a surrender by the Carrier of any of his rights or immunities or an increase of any of his responsibilities or liabilities under the said Act;

(2) In relation to the carriage of any goods from any port in a state in which legislation similar in effect to the Carriage of Goods by Sea Act 1924 of the United Kingdom is in force to any port in any other state, have effect subject to such legislation and to the Rules contained in the Schedule thereto and nothing herein contained shall be deemed a surrender by the Carrier of any of his rights or immunities or an increase of any of his responsibilities or liabilities under the said legislation;

(3) In relation to the carriage of any goods between ports in two different states, where this Bill of Lading is issued in Great Britain, Northern Ireland or any state in which legislation similar in effect to the Carriage of Goods by Sea Act 1924 of the United Kingdom is in force have effect subject to such Act or such legislation and to the Rules contained in the Schedule thereto and nothing herein contained shall be deemed a surrender by the Carrier of any of his rights or immunities or an increase of any of his responsibilities or liabilities under the said Act or said legislation;

(4) In any other case have effect as if the contract of carriage herein contained were a contract of carriage to which the provisions of the Carriage of Goods by Sea Act 1924 of the United Kingdom applied and the Carrier shall be entitled to the benefit of the privileges, rights and immunities conferred by the said Act and the Rules contained in the Schedule thereto as if the same were herein specifically set out.

Notwithstanding the foregoing provisions of this Clause the Hague/Visby Rules shall not apply to this contract where the goods carried hereunder consist of cargo which by this contract is stated as being carried on deck and is so carried.

If any term of this Bill of Lading be repugnant to the provisions of the Hague/Visby Rules such term shall be void to that extent but no further."

TOVALOP

53. Owners warrant that the Vessel is a Participating Tanker in TOVALOP and will so remain during this Charter, provided however that nothing herein shall prevent Owners, upon prior notice to Charterers, from withdrawing from TOVALOP under Clauses III(B) or X thereof, and provided further that upon any withdrawal under Clause III(B) or under Clause X, following an amendment to TOVALOP which does not materially increase the obligations of the Parties thereunder, Charterers shall have the option to terminate this Charter.

When an escape or discharge of Oil occurs from the Vessel and causes or threatens to cause Pollution Damage, or when there is the Threat of an escape or discharge of Oil (i.e. a grave and imminent danger of the escape or discharge of Oil which, if it occurred would create a serious danger of Pollution Damage), then Charterers may, at their option, upon notice to Owners or the Master, undertake such measures as are reasonably necessary to prevent or minimise such Damage or to remove the Threat, unless Owners promptly undertake the same. Charterers shall keep Owners advised of the nature and results of any such measures taken by them, and, if time permits, the nature of the measures intended to be taken by them. Any of the aforementioned measures taken by Charterers shall be deemed taken on Owners' authority and as Owners' agent and shall be at Owners' expense except to the extent that:

(a) any such escape or discharge or Threat was caused or contributed to by Charterers; or

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(b) by reason of the exceptions set out in Article III, paragraph 2, of the 1969 International Convention on Civil Liability for Oil Pollution Damage, Owners are, or, had the said Convention applied to such escape or discharge or to the Threat, would have been, exempt from liability for the same; or

(c) the cost of such measures together with all other liabilities, costs and expenses of Owners arising out of or in connection with such escape or discharge or Threat removal exceeds One Hundred and Sixty U.S. Dollars per ton or Sixteen Million Eight Hundred Thousand U.S. Dollars, whichever is the lesser, save insofar as Owners shall be entitled to recover such excess under either the 1971 International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage or under CRISTAL, provided that in any incident to which the TOVALOP Supplement applies the Owners' limit of liability hereunder shall be that provided for in the said Supplement;

PROVIDED ALWAYS that if Owners in their absolute discretion consider said measures should be discontinued, Owners shall so notify Charterers and thereafter Charterers shall have no right to continue said measures under the provisions of this Clause and all further liability to Charterers under this Clause shall thereupon cease.

The above provisions are not in derogation of such other rights as Charterers or Owners may have under this Charter or may otherwise have or acquire by Law or any International Convention or TOVALOP.

For the purposes of this Clause, the meaning of the terms "Oil" and "Pollution Damage" shall be as defined in TOVALOP and "ton" shall be understood in relation to "tonnage" as defined therein.

The BP Shipping  
Questionnaire

54. During pre-fixture negotiations leading to agreement between Owners and Charterers to the terms and conditions of this Charter Owners have, either in consultation with their brokers or otherwise, provided Charterers with a completed BP Shipping Questionnaire a copy of which shall be attached hereto as Appendix I.

Owners warrant that the responses to the BP Shipping Questionnaire provided by or on behalf of them are correct. If any response as provided by or on behalf of Owners proves to be incorrect Charterers shall be entitled either:-

(a) to cancel this Charter forthwith without prejudice to any other rights available to them under this Charter or otherwise under English Law; or

(b) to recover, by deduction from freight, any losses, costs, damages or expenses incurred as a direct result of Owners' breach of warranty.

In the event of any conflict arising between any provision(s) in the body of this Charter and any provision(s) in Appendix I the provision(s) contained in the body of this Charter shall prevail.

Law

55. The construction, validity and performance of this Charter shall be governed by English Law. The High Court in London shall have exclusive jurisdiction over any dispute which may arise out of this Charter.

*In Witness Whereof* the parties have caused this Charter to be executed as of the date first above written

for and on behalf of

OWNERS

for and on behalf of BP SHIPPING LIMITED as agents for

CHARTERERS

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KARRAN TANNERS AMENDMENTS: ADDITIONAL CLAUSES TO  
BEEPEEVOY3 CARTER PARTRY (TOWER)

AMENDMENTS

CL 4 LIGHTENING AT SEA

In line 74 after "CL 19", insert "unless so defined by WS Association or other authority having jurisdiction".

CL 19 LAYTIME

Lines 283, 286 delete "2 hours", insert "3 hours".

CL 34 CALLS AT SULLOM VOE

Delete in full from line 409 till line 433 inclusive.

CL 35 CALLS AT NIGERIAN PORTS

Delete in full from line 434 till line 446 inclusive.

CL 36 BILLS OF LADING AND INDEMNITIES.

Lines 474, 475, 476 delete and insert "This indemnity shall become null and void against presentation of 1/3 Bills of Lading, or after 13 months after completion of discharge, whichever occurs first, provided within such 13 months no legal proceedings have been instituted against Owners.

CL 40 ESTIMATED TIME OF ARRIVAL

Line 496 delete "addressed BP Shipping".

CL 43 BUNKER FUEL

Deleted in full.

CL 49 GENERAL AVERAGE

Line 633 after "Rules 1974" insert "as amended 1990".

CL 52 PARAMOUNT

As amended 1992

All Bills of Lading issued under this charter shall contain the following Clause Paramount:

- (1) This Bill of Lading shall have effect subject to any national law making the International Convention for the Unification of certain rules of law relating to Bills of Lading signed at Brussels on 25<sup>th</sup> August 1924 (The Hague Rules) or the Hague Rules as amended by the Protocol signed at Brussels on 23<sup>rd</sup> February 1968 (the Hague /Visby Rules) compulsorily applicable to this Bill of Lading. If any terms of this Bill of Lading repugnant to that legislation to any extent, such term shall be void to that extent but no further. Neither the Hague Rules nor the Hague/Visby Rules shall apply to this contract where the goods carried hereunder consist of live animals or cargo which by this contract is stated as being carried on deck and is so carried.
- (2) Save where the Hague or Hague/Visby Rules apply by reason of (1) above, this Bill of Lading shall take effect subject to any national law in force at the port of shipment or place of issue of the Bill of Lading making the United Nations Convention on the Carriage of Goods by Sea 1978 (the Hamburg Rules) compulsory applicable to this Bill of Lading in which case this Bill of Lading shall have effect subject to the Hamburg Rules which shall nullify any stipulation derogating therefrom to the detriment of the shipper or consignee.

KARRAN TANKERS AMENDMENTS / ADDITIONAL CLAUSES TO  
BEEPEEVOY3 CARTER PARTRY (TOWER)

(3) Where the Hague, Hague/Visby or Hamburg Rules are not compulsorily applicable to this Bill of Lading, the carrier shall be entitled to the benefits of all privileges, rights and immunities contained in Articles I to VIII of the Hague Rules, save that the limitation sum for the purposes of Article IV Rule 5 of the Hague Rules shall be 100 pounds sterling.

CL 53 TOVALOP

Delete in full from line 683 till line 716 inclusive.  
(See clause 60)

CL 55 LAW

Delete last sentence and insert instead: "ASBATANKVOY arbitration clause to apply with Arbitration in the City of London".

*pls insert del in*

ADDITIONS

CL 56 CONFIDENTIALITY: This fixture is to be kept strictly private and confidential and is not to be reported.

CL 57 CLEAN BALLAST: The vessel to arrive at loading port with clean ballast. Where shore facilities for ballast are provided any expenses and time in connection with discharging ballast ashore to be for Owners' account. No WS differential for discharging dirty ballast ashore is applicable.

CL 58 ADHERANCE TO VOYAGE INSTRUCTIONS: Owners are responsible for Master's/Vessel's non compliance with voyage orders given under this charter party and anytime lost as a result of failure to comply not to be for Charterers' account.

CL 59 IN-TRANSIT-LOSS: Owners will be responsible for the full amount of any in-transit-loss exceeds 0.3 % and Charterers shall have the right to deduct from freight an amount equal to the FOB Port-of-loading-value of such cargo plus freight due with respect thereto. In-transit-loss is defined as the difference between vessel's volumes after loading at the loading port and before unloading at the discharge port. Pumpable cargo shall not constitute an actual loss. Any action or lack of action in accordance with this provision shall be without prejudice to any rights or obligations of the parties.

CL 60 ITOPF: Owners warrant that throughout the duration of this Charter the vessel will be:

- I) owned or demise chartered by a member of the International Tanker Owners Pollution Federation Limited and,
- II) entered in the following protection and indemnity club:

.....

CL 61 ADDITIONAL OIL POLLUTION INSURANCE: Owners warrant that throughout the duration of performance under this Charter:

- A) the vessel carries on board a valid certificate of insurance as described in the 1969 Civil Liability Convention for Oil Pollution Damage and the International Convention on Civil Liability for Oil Pollution Damage 1992;

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## BEEPELVOY3 CARTER PARTY (TOWER)

B) the vessel has in place insurance cover for oil pollution no less in scope and amount than the highest available under the Rules of P&I Clubs entered into the International Group of P&I Clubs (currently USD 1,0 billion).

CL 62 DRUG AND ALCOHOL: Owners warrant that they comply with the OCIMF Guidelines for the control of drug and alcohol onboard ships, issued January 1990.

CL 63 FREE PRATIQUE: Immediately upon vessel's arrival Master is to make a written request for free pratique. Should same not be granted within maximum 6 hours from vessel's arrival then master to tender a written protest to this effect. Copies of Master's request and protest will be required by Charterers in support of any eventual demurrage claim. Charterers will not be responsible for time lost as a result of Master's failure to comply with the foregoing.

CL 64 ISM COMPLIANCE CLAUSE

Owners guarantee that this vessel complies fully with the ISM Code and is in possession of a valid safety Management Certificate and will remain so for the entirety of her employment Under this Charter Party.

Owners will provide Charterers with satisfactory evidence of compliance if required to do so and will remain fully responsible for any and all consequences arising directly from any matters arising out of non compliance with this clause.

CL 65 BP ADMINISTRATION CLAUSE

Charter Party terms and conditions are evidenced by the fixing confirmation telex sent (or issued) by the broker. Owners and Charterers shall each confirm their approval of the confirmation telex by return telex to the broker within one business day after lifting subjects. The broker shall then confirm receipt of said confirmation to both parties. Except as requested in writing by either Owner or Charterer, there shall be no formal written and signed Charter Party.

CL 66 ADDRESS COMMISSION

24. **ARBITRATION.** Any and all differences and disputes of whatsoever nature arising out of this Charter shall be put to arbitration in the City of New York or in the City of London whichever place is specified in Part I of this charter pursuant to the laws relating to arbitration there in force, before a board of three persons, consisting of one arbitrator to be appointed by the Owner, one by the Charterer, and one by the two so chosen. The decision of any two of the three on any point or points shall be final. Either party hereto may call for such arbitration by service upon any officer of the other, wherever he may be found, of a written notice specifying the name and address of the arbitrator chosen by the first moving party and a brief description of the disputes or differences which such party desires to put to arbitration. If the other party shall not, by notice served upon an officer of the first moving party within twenty days of the service of such first notice, appoint its arbitrator to arbitrate the dispute or differences specified, then the first moving party shall have the right without further notice to appoint a second arbitrator, who shall be a disinterested person with precisely the same force and effect as if said second arbitrator has been appointed by the other party. In the event that the two arbitrators fail to appoint a third arbitrator within twenty days of the appointment of the second arbitrator, either arbitrator may apply to a Judge of any court of maritime jurisdiction in the city above-mentioned for the appointment of a third arbitrator, and the appointment of such arbitrator by such Judge on such application shall have precisely the same force and effect as if such arbitrator had been appointed by the two arbitrators. Until such time as the arbitrators finally close the hearings either party shall have the right by written notice served on the arbitrators and on an officer of the other party to specify further disputes or differences under this Charter for hearing and determination. Awards made in pursuance to this clause may include costs, including a reasonable allowance for attorney's fees, and judgement may be entered upon any award made hereunder in any Court having jurisdiction in the premises.